

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-183971

DATE: March 22, 1976

MATTER OF: Aldridge Electric, Inc.

DIGEST:

Where contractor claims bid was mistakenly based upon purchase of improper equipment, increase in contract price to correct error is not allowed since contracting officer was not on notice of possible error prior to award. Government's post-award approval of erroneous drawings may be relevant to claim for equitable adjustment under one of contract's provisions, but does not bear upon question whether bid was accepted with actual or constructive notice of error.

The Veterans Administration has requested our decision as to whether an alleged mistake in bid may be corrected after contract award, pursuant to Federal Procurement Regulations § 1-2.406-4 (j) (1964 ed.) which provides for the submission to this Office of doubtful cases involving possible correction of mistakes in bid.

On January 11, 1973, Aldridge Electric, Inc. (Aldridge) was awarded a contract by the Veterans Administration for the installation of underground electrical distribution system cables and other related work to be performed at the Veterans Administration Hospital in Danville, Illinois. In September of 1973, the claimant submitted drawings for proposed switch gear assemblies, and these drawings were approved by both the architect engineer firm hired by the Veterans Administration for the project and by the Veterans Administration's Resident Engineer. The claimant's drawings portrayed a single switch and two-way cable arrangement. However, upon installation it was discovered that this equipment was not adequate and that the two-switch and three-way cable arrangement depicted in the IFB specifications was necessary. As a result, the contractor had to return the assemblies to the manufacturer to be reworked, and it is the cost of this assembly modification, including a factor for markup and transportation for which Aldridge has submitted this claim.

Aldridge must bear the consequences of its alleged unilateral mistake, Wender Presses, Inc. v. United States, 343 F. 2d 961 (Ct. Cl. 1965), unless it can establish the existence and nature of the mistake, the bid actually intended, and that the unilateral mistake was so apparent as to have charged the contracting officer with notice of the probability of the mistake. See Federal Procurement Regulations § 1-2.406-4 (1964 ed.). After reviewing the record in light of these criteria, we have concluded that no relief may be granted on the basis of an alleged mistake in bid.

There are no circumstances in the instant case which reasonably could have raised the presumption of error in the mind of the contracting officer. The five bids received were as follows:

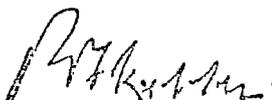
	Item I	Item II
Aldridge Electric, Inc.	\$131,225	\$126,075
Anderson Electric Co.	138,831	133,381
Electric Service of Clinton, Inc.	147,800	142,800
Hi-Way Electric Co.	155,000	150,000
Levereny Electric Co., Inc.	185,065	179,773

The bids are arranged in a normal upward progression and we find no other aspect of Aldridge's bid which would indicate that an error had been made.

Although Aldridge contends that the Government should have been on notice of Aldridge's error when the drawings were submitted for approval in September 1973, this would not be a sufficient basis to obtain relief for a mistake in bid as it occurred after the contract had been awarded.

In this connection, we note that the contracting officer's recommendation that the claim be allowed is based upon the architect-engineer's erroneous approval of Aldridge's drawings. While the post-award approval of the drawings may be relevant to the Veterans Administration's consideration of a claim for an equitable adjustment under one of the contract's provisions, it does not bear upon the question of whether the contracting officer accepted Aldridge's bid with actual or constructive knowledge of a mistake in bid.

In view of the above, there is no basis for relief on the theory of mistake in bid.


 Deputy Comptroller General
 of the United States